

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

VIA AIR COURIER

RECORDATION NO. 16610-B FILED 1425

DEC 7 1990 - 1 05 PM

December 5, 1990 INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

0-341A027

Dear Ms. Lee:

Enclosed is a Second Amendment to a Lease of Railroad Equipment dated September 14, 1989.

Please file this supplement as ICC Recordation 16610-B. The filing fee of \$15 is enclosed. Thank you.

Sincerely,

Karen Rahnasto

Karen Rahnasto
Fleet Operations Administrator

KS:po
Enclosures

DEC 7 1 54 PM '90
MOTOR OPERATING UNIT

SECOND AMENDMENT

TO

16610-B
DEC 7 1990 - 1 05 PM

LEASE OF RAILROAD EQUIPMENT INTERSTATE COMMERCE COMMISSION

DATED SEPTEMBER 14, 1989

The following is an Amendment to the LEASE OF RAILROAD EQUIPMENT ("Lease"), dated as of September 14, 1989, between HELM FINANCIAL CORPORATION, a California corporation, (hereinafter called the "Lessor") and CALCINER INDUSTRIES, INC., a Louisiana corporation (hereinafter called the "Lessee").

The following sections of the Lease shall be amended as follows:

4. Term of Lease. The parties wish to extend the Lease for an additional ~~_____~~. The extended term will commence on ~~_____~~ and will continue through and including ~~_____~~.

9. Compliance with laws and Rules; Insurance and Indemnification. In the third paragraph after "ordinary wear," add "or side sheet damage". In the fourth paragraph after "ordinary wear and tear" add "or side sheet damage".

11. Return of the Units Upon Expiration of Term. At the end of the first paragraph add "and in lieu of side sheet repairs, Lessee will pay Lessor the sum of ~~_____~~ per Unit upon Lease termination."

13. Return of Units Upon Default. At the end of the second sentence, in the first paragraph add "and in lieu of side sheet repairs, Lessee will pay Lessor the sum of ~~_____~~ per Unit upon Lease termination."

All other terms and conditions of the Lease will remain in full force and effect.

Executed in four (4) original counterparts as of this 9 day of November, 1990.

HELM FINANCIAL CORPORATION

By: [Signature]

Title: Executive Vice President

CALCINER INDUSTRIES, INC.

By: [Signature]

Title: Dir. of Logistics

STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO)

On this 4th day of December, 1990, before me personally appeared David R. Eckles, to me personally known, who, being by me duly sworn, says that he is Exec. V.P. of **HELM FINANCIAL CORPORATION**, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kms Karen Staudenmaier

Notary Public

My Commission Expires:

July 26, 1993

(Notarial Seal)



STATE OF LOUISIANA)

PARISH OF ST. BERNARD)

On this 9th day of NOVEMBER, 1990, before me personally appeared R. L. RIECK, to me personally known, who, being by me duly sworn says that he is DIRECTOR OF LOGISTICS of **CALCINER INDUSTRIES, INC.**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

William C. Vernet
Notary Public

My Commission Expires:

Commissioned for Life

(Notarial Seal)